

City of Nashua Purchase Order TERMS AND CONDITIONS

1. **PURCHASE AGREEMENT DOCUMENTS:** A copy of the invitation for BID and specifications, the BID, this purchase order, these terms and conditions, and any applicable contract document will remain on file in the Central Purchasing Department and it is understood that all of said documents, taken together, constitute the purchase agreement hereinafter referred to as the "contract". All materials or services supplied by the contractor shall conform to the applicable requirements of the City Charter, City Ordinances and all applicable state and federal laws, as well as conforming to the specifications contained within the contract.
2. **DELIVERY:** If delivery of the commodity or service cannot be made exactly as specified and at the price shown, notify the city Central Purchasing Department immediately. Do not make delivery without receiving approval.
3. **FREIGHT CHARGES:** On shipments sold F.O.B. point of origin, ship prepaid via the most economical means and show charges as a separate item on your invoice. Include the original copy of the freight bill with your invoice if transportation charges are \$100.00 or more. No charges for transportation, containers, packing, etc will be allowed unless so specified in this order.
4. **TAXES:** If Federal, State, or Local tax is applicable, it must be separately stated and excluded from the price of the article. The City of Nashua as a governmental agency is exempt from the payment of said tax and will issue an exemption number or certificate if required.
5. **DEFAULT BY CONTRACTOR:** In case of default by the contractor, the city reserves the right to purchase the articles or services from other sources and to hold the contractor responsible for any excess costs occasioned to the city thereby.
6. **INSPECTION AND ACCEPTANCE:** Inspection and acceptance will be at destination unless otherwise provided, until delivery and acceptance and after any rejections, risk of loss will be on the contractor unless loss results from negligence of the City of Nashua. Notwithstanding the requirements for any city inspection and test contained in specifications applicable to this contract, except where specialized inspections or tests are specified for performance solely by the city, the contractor shall perform the inspections and tests required to substantiate that the supplies and services provided under the contract conform to the drawings, specifications and contract requirements listed herein, including, if applicable, the technical requirements for the manufacturers part numbers specified herein.
7. **VARIATION IN QUANTITY:** No variation in the quantity of any item called for by this contract will be accepted unless specified elsewhere in this contract.
8. **PAYMENTS:** Invoices submitted shall contain the following information: invoice date, purchase order number, name of contractor, payment address, description of supplies or services, quantities, unit prices and extended totals.
9. **COMMERCIAL WARRANTY:** The contractor agrees that the supplies or services furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer or are provided by law, equity or statute for such supplies or services including but not limited to warranties of merchantability and warranties of fitness for a particular purpose.
10. **ENVIRONMENT:** The City of Nashua supports the purchase of products which are biodegradable, can be or have been recycled, or are environmentally sound.
11. **MATERIAL SAFETY DATA:** The contractor agrees to provide a Material Safety Data Sheet (MSDS) for all hazardous material. Hazardous material is defined as any substance or material in a quantity or form which may be harmful to humans, animals, crops, water systems, or other elements of the environment if accidentally released. Hazardous materials include, but are not limited to explosives, gases (compressed, liquefied or dissolved), flammable and combustible liquids, flammable solids or substances, oxidizing substances, poisonous and infectious substances, radioactive materials and corrosives. The MSDS shall be submitted to the central purchasing department and shall include the applicable purchase order and line item numbers.
12. **APPLICABLE LAW, VENUE AND JURISDICTION:** This contract is to be construed as a New Hampshire contract, governed by the laws of the State of New Hampshire, any action arising out of this contract shall be brought in Nashua, New Hampshire District Court or Hillsborough County, New Hampshire Superior Court and not elsewhere.
13. **CUMULATIVE RIGHTS AND REMEDIES:** No right or remedy herein conferred upon or reserved to the City of Nashua is intended to be exclusive of any other right or remedy and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under the contract or now or hereafter existing at law, in equity or by statute.